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Henry Warren

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HENRY WARREN.

FEBRUARY 13, 1880.—Committed to the Committee of the Whole House and ordered to be printed.

Mr. HASKELL, from the Committee on Indian Affairs, submitted the following

REPORT:

[To accompany bill H. R. 1047.]

The Committee on Indian Affairs, having had under consideration the bill (H. R. 1047), submit the following report:

The claimant in June, 1870, was awarded the contract for furnishing corn for the Quartermaster's Department at Fort Griffin, Texas. He alleges that, owing to the fact that over some ninety miles of uninhabited country over which the corn had to be transported in order to reach the fort, it was difficult for him to procure transportation; that men would not risk their lives and property without military protection; and consequently exorbitant rates were charged; that in order to obviate the necessity of paying these ruinous local rates he sent to Saint Louis and purchased his own wagons and mules and put them upon the road, in order that he might comply promptly with the terms of his contract.

Rumors of Indian raids having reached him, he applied to the commander at Fort Griffin for an infantry escort, but the soldiers could not be spared from the fort, and a sufficient number of carbines were supplied to arm each teamster.

On the 18th day of May, 1871, while the train of ten four-mule wagons, loaded with 550 bushels of corn, was traveling the road from Weatherford, Texas, to Fort Griffin, to comply with his contract with the Quartermaster's Department, it was suddenly attacked by about one hundred and fifty Indians, under the lead of Santanta, and the wagon-master and six of the teamsters murdered, without any sort of provocation whatever; the train pillaged; the animals killed or driven off; the corn scattered upon the ground, and so damaged by a heavy rain that after being hauled to the fort the remnant was sold for \$20; the harness, wagon-sheets, and everything that could be, were carried off; the wagons cut in pieces and so injured that the remnant of the ten wagons was sold for \$500.

Claimant alleges that by reason of the wagons being left in a desert country, some 65 miles from the fort, he was put to great expense in procuring teams to haul in the remnant of the train, and in procuring corn to fill his contract, which he did to the satisfaction of the quartermaster in charge, to which he certifies. Claimant submits a schedule of property other than the mules taken and destroyed at the time, which he estimates at \$6,532.50; he also claims consequential damages in the amount of \$15,000 on account of interruption of business, and the hire of transportation at heavy expense; that he had to raise money at

heavy rates to enable him to comply with his contract with the government.

There is no doubt as to the facts in relation to the depredation, and that it was committed by the Kiowas and Comanches, under the lead of Santanta and Big Tree. They went with the stolen property direct to Fort Sill reservation, and in presence of the Indian agent and General Sherman boasted of it. Santanta and Big Tree were, by order of General Sherman, arrested, indicted, and tried by the civil authorities, and convicted of murder and condemned to be hanged, but the sentence was commuted to imprisonment for life at the instance of the Indian Department, and subsequently released, and are now at large.

A large number of witnesses verify the statement of the claimant as to all the facts and amount of damage sustained and value of property taken and destroyed. It is shown that the claimant is a man of good standing; that he served as an officer in the Union Army during the late war; that by reason of the depredations of Indians he has been reduced from an easy and comfortable competence to absolute want, and is now working on a small salary, affording barely a support.

It appears that the Indians delivered to their agent, for claimant, thirty-five mules and one horse; and he admits having received \$2,880 for them when sold in market.

The property shown to have been lost is valued at \$14,732.50. Deducting therefrom \$2,880, proceeds of the sale of the recovered animals, would leave \$11,852.50, which the committee recommend to be paid claimant for loss sustained from the attack of the Kiowas and Comanches, less \$1,000 deducted from the gross amount of bill, to cover all questions as to value of property lost as itemized in Mr. Warren's schedule.

The committee submit in this connection a letter from E. P. Smith, Commissioner of Indian Affairs, to the Hon. Secretary of the Interior, under date of September 29, 1873, which is marked Exhibit B.

Claimant also submits a claim of \$10,353.50, for loss sustained by reason of an attack upon another of his trains, employed under the same contract, and within ten miles of the place where the former attack was made. This last was by a band of Chéyenne Indians, which captured while on herd near the train, on the 25th of August, 1871, 21 mules and 1 mare; mules valued at \$200, the mare at \$175.

The claimant's train was partly broken up; he was obliged to abandon part of his loading, all of which he avers was injured, and he submits that he was thus damaged by detention, loss of corn, &c., \$5,977.50, in addition to the loss of the animals.

The committee allow for damages to wagons and loss of corn, \$600; 21 mules, at \$200, \$4,200; 1 mare, \$175; total, \$4,975.

From the evidence submitted, it appears that in this case 12 mules were recovered from the Indians and delivered to claimant for which he received \$960. Deducting this amount from the total above stated, would leave \$4,015, which the committee recommend to be paid on this branch of the claim.

The evidence is positive and conclusive as to the capture by the Indians named in both cases, who were in amity with the United States and the recipients of its bounty upon the reservation, and bound, by treaty stipulations, to pay out of their annuities all losses sustained by depredations committed by them, and also that they had no provocation whatever, and that the depredations were committed within the State of Texas, and about one hundred and fifty miles from the lawfully recognized habitation or hunting-grounds of the Indians; and further, that

the attack was made under the lead of the chiefs who signed the treaty of 1868, and falls clearly within the purview of the acts of 1802 and 1834, and section 2156 of the Revised Statutes.

This claim has been fully investigated by the Indian agent, the Commissioner of Indian Affairs, and Secretary of the Interior.

The evidence submitted in this entire claim is clear and conclusive on every point. There is no doubt that claimant suffered heavy consequential damages, but none have been allowed by the committee.

It appears also that it was the understanding with the contractor that he was to be given a military escort. (See telegram by Secretary of War herewith submitted.) None was provided, as no troops could be spared from other duty. The teamsters were, however, provided with arms by the military authorities.

The committee recommend the passage of the accompanying bill.

[Telegram.]

SAN ANTONIO, *February 14, 1876.*

ADJUTANT-GENERAL,
Washington, D. C. :

Articles 10 and 11 of contracts for years 1868, 1869, 1870, and 1871 state that contractors shall be furnished with suitable escorts for protection of supplies, when amount transported is 125,000 pounds or less; when that amount is exceeded, then no escort to be furnished. No other order or instructions seem to have been given by the Department commander during these years.

TAYLOR,
Assistant Adjutant-General,
In the absence of the Department Commander.

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